G:\215200\215228\SETTLEMENT STIPULATION v3.doc Fox and Fox Attorneys at Law, P.C. BY: Craig H. Fox, Esquire I.D. No. 49509 One Montgomery Plaza, Suite 706 425 Swede Street Norristown, PA 19401 (610) 275-7990

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

William H. Johnson, aka

William Harry Johnson,

Debtor(s)

CHAPTER 13

BANKRUPTCY NO. 15-18005-jkf

Springleaf Financial Services

Of Pennsylvania, Inc.

Adversary Proceeding

٧. William H. Johnson, aka

William Harry Johnson

No. 16-00058-jkf

STIPULATION OF SETTLEMENT OF ADVERSARY ACTION

The parties hereto, by and through their counsel, hereby stipulate and agree that the above referenced adversary action be settled in accordance with the terms and conditions set forth herein:

- 1. Springleaf commenced the above captioned adversary proceeding asserting that the debt (the "Debt") owed to Springleaf by Johnson, evidenced by a Loan Agreement and Disclosure Statement dated October 21, 2015 (the "Loan Agreement") was nondischargeable.
- 2. Thereafter, Johnson filed an answer ("Answer") to the Complaint.
- 3. The parties hereto have agreed to enter into this stipulation to resolve the Complaint.
- Debtor agrees to execute any and all documents necessary to accomplish the intent and 4. purposes of this stipulation.
- 5. If this case is dismissed or converts to another Chapter under the Bankruptcy Code, Springleaf and Johnson agree that \$5,204.88 of the Debt shall be non-dischargeable, and that Johnson shall not receive a discharge of liability as to such amount.

- 6. In conjunction with this Settlement Stipulation, Johnson shall file an Amended Chapter 13 Plan pursuant to which \$5,204.88 shall be paid to Springleaf through the Bankruptcy by the Chapter 13 Trustee.
- 7. Upon successful completion of the Amended Chapter 13 Plan by Johnson and receipt of the \$5,204.88 by Springleaf, the remainder of the balance owed by Johnson to Springleaf shall be discharged.
- 8. The terms of this stipulation shall survive discharge of the Debtor from Bankruptcy and/or dismissal of the instant Bankruptcy.
- 9. Each party has read the terms of the stipulation and has had the assistance of legal counsel of his/its choosing.
- 10. This Stipulation of settlement may be executed in one or more counterparts.
- 11. This Stipulation is subject to the approval of the United States Bankruptcy Court supervising the bankruptcy case of Debtor by the approval of the Stipulation.

IN WITNESS WHEREOF, the parties hereto, by and through their counsel, have executed this Stipulation on the date shown below.

FOX AND FOX ATTORNEYS AT LAW, P.C.

/s/ Craig H. Fox

Date: May 20, 2016	Ву:	CRAIG H. FOX, ESQ. Attorney for Springleaf Financial Services of Penasylvania, Inc.
Date: May 20, 2016	Ву:	Joseph L. Quinn, Attorney for Debtor
Date: July 14, 2016	Ву:	William C. Miller, Trustee
APPROVED BY THE COURT:		* Provided plan is confirmed at, and remains at, 100%
J.		and remains at, 100% dividend to unsecured